



**Solicitation Information**  
**April 16, 2013**

**RFP# 7462367**

**TITLE: InRHODES Maintenance and Operations**

**Submission Deadline: May 14, 2013 @ 11:00 AM (EST)**

Questions concerning this solicitation must be received by the Division of Purchases at [David.Francis@purchasing.ri.gov](mailto:David.Francis@purchasing.ri.gov) no later than **April 26, 2013 @ 10:00 AM (EST)**. Questions should be submitted in a *Microsoft Word attachment*. Please reference the RFP# on all correspondence. Questions received, if any, will be posted on the Internet as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

**SURETY REQUIRED: No**

**BOND REQUIRED: No**

David J. Francis  
Interdepartmental Project Manager

Applicants must register on-line at the State Purchasing Website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov)

**Note to Applicants:**

Offers received without the entire completed four-page RIVP Generated Bidder Certification Form attached may result in disqualification.

**THIS PAGE IS NOT A BIDDER CERTIFICATION FORM**

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## SECTION 1: INTRODUCTION

The Rhode Island Department of Administration, Division of Purchases, on behalf of the Rhode Island Department of Human Services (DHS) wishes to procure a contractor to provide the State with maintenance of the DHS Eligibility System known as the InRHODES Computer Application (InRHODES).

DHS is an organization of opportunity, working hand-in-hand with other resources in Rhode Island to offer a full continuum of services for families, adults, children, elders, individuals with disabilities and veterans.

The current support contract expires on June 30, 2013. This Request for Proposal (RFP) will provide DHS with the on-going support of the InRHODES eligibility system while a new Integrated Eligibility System (IES) is developed.

The new HIX/IES solution will be implemented in two phases: core Exchange functionality and MAGI based Medicaid eligibility determination (Phase 1), and eligibility determination for non-MAGI Medicaid and other Human Services programs, including SNAP, TANF (Rhode Island Works), Child Care, General Public Assistance, and State Supplemental Payments for SSI (Phase 2).

The UHIP project will iteratively migrate the Medicaid and Human Services eligibility system from the State's legacy eligibility system to the new eligibility system. Phase 1 of the migration will culminate in the MAGI implementation for Medicaid by October 1, 2013. Phase 2 will be the Medicaid non - MAGI implementation and all other Human Services programs including SNAP, TANF (Rhode Island Works), Child Care, General Public Assistance, and State Supplemental Payments (Phase 2), required before December 31, 2015.

The selected vendor will be required to perform the following functions:

- Support all iterations of the InRHODES Application through the terms of this contract, as required.
- Support data conversion efforts to migrate data from the current InRHODES system to IES and perform real-time and batch data exchanges with the new IES to ensure data synchronization while both systems are operational in production
- Modify InRHODES to remove all functionality consumed by the new IES so that only the Child Support functionality remains in InRHODES upon the implementation of the IES, approximately second quarter, 2015. This will be accomplished in several phases beginning in October, 2013 and continuing through the second quarter of 2015

This contract is for a three year period with three one-year options.

Contract Year	Start Date	End Date
Base Year 1	July 1, 2013	June 30, 2014
Base Year 2	July 1, 2014	June 30, 2015
Base Year 3	July 1, 2015	June 30, 2016
Option Year 1	July 1, 2016	June 30, 2017
Option Year 2	July 1, 2017	June 30, 2018
Option Year 3	July 1, 2018	June 30, 2019

Vendors must comply with terms of this solicitation and the State's General Conditions of Purchase, which is available on the Internet at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

This is a Request for Proposals, not an Invitation for Bid. Responses will be evaluated on the basis of the relative merits of the proposal, in addition to price; there will be no public opening and reading of responses received by the Division of Purchases pursuant to this Request, other than to name those vendors who have submitted proposals.

#### **INSTRUCTIONS AND NOTIFICATIONS TO OFFERORS:**

1. Potential vendors are advised to review all sections of this RFP carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.
2. Alternative approaches and/or methodologies to accomplish the desired or intended results of this procurement are solicited. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this RFP will be rejected as being non-responsive.
3. All costs associated with developing or submitting a proposal in response to this RFP, or to provide oral or written clarification of its content shall be borne by the vendor. The State assumes no responsibility for these costs.
4. Proposals are considered to be irrevocable for a period of not less than 120 days following the opening date, and may not be withdrawn, except with the express written permission of the State Purchasing Agent.
5. All pricing submitted will be considered to be firm and fixed unless otherwise indicated herein.
6. Proposals misdirected to other state locations, or which are otherwise not present in the Division at the time of opening for any cause will be determined to be late and will not be considered. For the purposes of this requirement, the official time and date shall be that of the time clock in the reception area of the Division.
7. It is intended that an award pursuant to this RFP will be made to a prime vendor, or prime vendors in the various categories, who will assume responsibility for all aspects of the work. Joint venture and cooperative proposals will not be considered. Subcontracts are permitted, provided that their use is clearly indicated in the vendor's proposal and the subcontractor(s) to be used is identified in the proposal.
8. All proposals should include the vendor's FEIN or Social Security number as evidenced by a W9, downloadable from the Division's website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).
9. The purchase of services under an award made pursuant to this RFP will be contingent on the availability of funds.
10. Vendors are advised that all materials submitted to the State for consideration in response to this RFP will be considered to be Public Records as defined in Title 38,

Chapter 2 of the General Laws of Rhode Island, without exception, and will be released for inspection immediately upon request once an award has been made.

11. Interested parties are instructed to peruse the Division of Purchases website on a regular basis, as additional information relating to this solicitation may be released in the form of an addendum to this RFP.
12. Equal Employment Opportunity (G.L. 1956 § 28-5.1-1, et seq.) – § 28-5.1-1 Declaration of policy – (a) Equal opportunity and affirmative action toward its achievement is the policy of all units of Rhode Island state government, including all public and quasi-public agencies, commissions, boards and authorities, and in the classified, unclassified, and non-classified services of state employment. This policy applies to all areas where State dollars are spent, in employment, public services, grants and financial assistance, and in state licensing and regulation. For further information, contact the Rhode Island Equal Opportunity Office at (401) 222-3090.
13. In accordance with Title 7, Chapter 1.2 of the General Laws of Rhode Island, no foreign corporation, a corporation without a Rhode Island business address, shall have the right to transact business in the State until it shall have procured a Certificate of Authority to do so from the Rhode Island Secretary of State (401-222-3040). This is a requirement only of the successful vendor(s).
14. The vendor should be aware of the State's Minority Business Enterprise (MBE) requirements, which address the State's goal of ten percent (10%) participation by MBE's in all State procurements. For further information, contact the MBE Administrator at (401) 574-8253 or visit the website [www.mbe.ri.gov](http://www.mbe.ri.gov) or contact [charles.newton@doa.ri.gov](mailto:charles.newton@doa.ri.gov).

## **SECTION 2: BACKGROUND**

The State of Rhode Island's Department of Human Services provides services to approximately 200,000 families and households. The seven (7) major programs that provide assistance and services are:

- Food Stamps (FS)
- Medical Assistance (MA)
- Rhode Island Works (RIW)
- General Public Assistance (GPA)
- Child Care Services (CCS)
- Child Support Services (CSS)
- State Supplemental Payment (SSP)

These services, along with their affiliated programs, are processed through our automated computer application that utilizes an integrated database, referenced as, InRHODES. InRHODES provides case management, eligibility determination, financial disbursement, management reporting, quality control reporting, and on-line policy managements. InRHODES was designed to maintain an individual's eligibility within separate assistance programs (Food Stamps, Medicaid, TANF, etc.). Eligibility policies and regulations change continuously, based on State and Federal legislation and regulations.

InRHODES was first implemented in January of 1990 to support eligibility determinations. There are various methods by which a client can apply for services, IE: visitation of any one of our local field offices, telephone interviews, postal mail or via the Internet where "downloadable" applications are available on the Department of Human Services website. Currently our Food Stamp program is the only program that offers a true end-to-end application process where the Department of Human Services receives the application once the client completes and submits the application online. Our other programs offer the "downloadable" application where a client must complete, print and mail in the application once completed.

Once the application is received, clients are asked to complete the process by bringing in the required documentation upon appointment. During the face-to-face client interview, the Eligibility Staff (ET) evaluates the information contained on the application and supporting documentation and then enters the collected data into our InRHODES application to determine eligibility. Throughout the "life" of the client's case, the ET continues to perform an analysis of client interviews when required to determine certification or denial of eligibility.

InRHODES is not just an "eligibility system"; it also automatically generates mandated legal notifications and scheduled mailings, such as the FIP and Food Stamp Quarterly Statement that includes helpful community announcements and Informational mailings such as the annual Bicycle Helmet, School Lunch Letter, Toy and Clothing, and ITC mailings. One-time emergency mailings are also prepared as required. These mailings exceed 1.5 million pieces annually.

InRHODES functions require the contractor to perform system application operations, maintenance, changes, and enhancements to implement program requirements and changes.

InRHODES is a single integrated comprehensive common database. DHS regularly makes major changes to the InRHODES application as a result of State and Federal law changes as well as based upon need to automate/expand functionality.

A new Integrated Eligibility System (IES) is planned for implementation beginning October 1, 2013 and will be complete by second quarter, 2015. The new IES will replace all eligibility systems with the exception of Child Support Enforcement. As part of this contract, the successful vendor must:

- Maintain, modify and support all iterations of the Eligibility System (InRHODES)
- Support data conversion efforts to migrate data from the current InRHODES system to IES and perform real-time and batch data exchanges with the new IES to ensure data synchronization while both systems are operating and in production
- Modify InRHODES to remove all functionality consumed by the new IES so that only the Child Support functionality remains in InRHODES upon the implementation of the IES, approximately second quarter, 2015. This will be accomplished in several phases beginning in October, 2013 and continuing through the second quarter of 2015

## **SECTION 3: SCOPE OF WORK**

### **3.1 Introduction**

The Scope of Work section represents an overview of the type work to be performed by the selected vendor. This section is intended to furnish each vendor with sufficient information to maintain the InRHODES System<sup>s</sup> which is used for obtaining, maintaining and distributing information specific to each beneficiary in each program. It is not an all-inclusive list of responsibilities and neither replaces nor otherwise alters any State instructions issued prior to or during the term of this contract.

### **3.2 Routine Maintenance**

The technical and managerial tasks required to maintain production schedules, efficient computer utilization, resource consumption, and application program development and revision projects. Such system changes normally will be made to accommodate those routine policy changes as required by Federal Policy or DHS/State policy and to keep InRHODES software current and correct. Routine changes may also be requested by the State to accommodate changes in clerical procedures, work flows, and controls. Such changes may be to inputs, files, outputs, or they may be required because of a change in reporting procedures. The DHS On-line Policy System changes are included in the scope of this RFP as routine changes.

These tasks consist of those activities that the contractor must perform throughout the life of the contract to maintain the INRHODES System. Task and activities include, but are not limited to:

- State Fiscal Year budget initiatives;
- Analysis of various programs to determine impact of legislation;
- Analyze and repair InRHODES applications and deficiencies;
- Assist DHS with the network support group or agent to analyze, determine root causes, and resolve support requests;
- Assist DHS with the necessary training of programs, operability, etc. whenever deemed necessary;
- Perform testing of each enhancement and maintenance release;
- Perform system and software upgrades, to be kept current, within two (2) versions and in accordance with DOIT standards and policy;
- Weekly DHS policy uploads;
- Daily interface with Child Care Application Program and Child Care Providers to enroll and dis-enroll DHS subsidized children via the web;
- Daily interface with Food Stamp and Medical Assistance Web Screening Applications;
- Daily on-line reports;
- Modification task, the contractor must perform modifications in accordance with changing program policies, program growth, new technologies, state initiatives, and federal mandates;
- Perform periodic purging of all unnecessary database records, files, applications, and documents in compliance with State regulation; &
- Assuring System Security.

### **3.3 Transition**

At the conclusion of the contract, or should a transition of vendor's occur, at any time, the winning contract Vendor will be responsible to complete all the tasks and activities necessary to ensure that InRHODES is operating normally and without interruption. Should any missing data be discovered after contract expiration, a grace period of 120 days will be in effect, during which time the data is to be provided at a pre-determined cost or at no additional cost if the contractor caused the loss. Lost Data should be provided to the State of Rhode Island in a format agreeable to the State.

In the event a transition to a new vendor occurs, and the State determines the vendor selected to perform under this contract award is needed to support/transition to a new vendor, the State may require the winning vendor to extend the current contract by up to six months at the rates the State was currently being charged prior to the expiration of this contract award. The State will notify the vendor ninety (90) days prior to the expiration of said contract award.

### **3.4 Program Support**

Provides application support for all DHS programs including, but not limited to:

- Web-based systems that reside on DHS Website;
- Application Groups, (Web Support, Child Care, SNAP, Child Support Enforcement, Rhode Island Works, Medical Assistance;
- Practice aspects that affect state and local staff and other parties;
- Practice communications, use website, broadcast, telephone notices, email broadcasts and email distribution lists for all impacted;
- Set up the escalation processes to inform everyone if problems occur; &
- On call 24 hours per day 7 day per week.

### **3.5 Documentation**

All documentation is to be recorded, updated and maintained by the vendor with a copies of all documentation furnished to the State of Rhode Island and the Department of Human Services.

List of Documentation expected:

- Process documentation: record the process of development and maintenance;
- System Documentation;
- User Documentation, provide documentation that describes the product that is oriented towards system end-users;
- Program documentation;
- Security/Policy documentation;
- Work-flow processes, organizational and project standards;
- Develop, Maintain and provide a log of issues and resolutions for issues identified with the delivery of services;
- Ensure that all transfers of documentation, processes, procedures and workflow processes are transferred to DHS via a secure method;
- Agrees to safeguard all DHS information within its possession, whether verbal, written, or otherwise, recognizing all such information as privileged. The use or disclosure of information concerning Rhode Island Department of Human Services shall be limited to purposes directly connected with the administration of the Department of Human Services Program; &

- Conform with all appropriate federal and state laws and regulations pertaining to the confidentiality, privacy, and security applicable to each party.

### **3.6 Production Control**

- Provides operational support for all InRHODES batch and online processing.
- Schedules and monitors approximately 30,000 batch jobs per year
- Performs approximately 7,800 file transfers per year to approximately 43 DHS partners
- On call 24 hours per day, 7 days per week

### **3.7 Database Administration**

- Provides technical support for all database and InRHODES environmental software.
- Maintains 5 Database Environments - Development, Certification, Training, DB15 and Production known as of the publishing of this document. However additional environments will need to be developed and maintained in support of the new UHIP system.
- Maintains approximately 339 million database records
- Prepares approximately 155 test plans per year
- Supports approximately 12,519 “Natural” Modules
- Supports 139 Physical Files, viewed by 482 users
- Programming Language Environments–Natural, Supernatural, Cobol and Easytrieve
- On call 24 hours per day, 7 days per week

### **3.8 Quality Control**

- Provide quality assurance for the InRHODES application, supports DHS’s Acceptance Testing Team and maintains all InRHODES written and online documentation
- Prepares approximately 155 test plans per year
- Successfully implements approximately 150 software change orders per year
- Prepares approximately 50 documentation changes per year
- Receives, logs and resolves approximately 500 problem reports per year
- Perform critical patch updates

### **3.9 Interfaces**

Vendor is responsible to maintain and develop InRHODES interfaces with federal agencies, financial institutions, and other various entities, IE: EDS Electronic Data Systems, FNS (Food and Nutrition Services), etc. Appendix B provides a dynamic list of the DHS InRHODES Interfaces. Based on the nature of the business, this list is ever-changing.

### **3.10 Contractors**

The Department of Human Services has retains services from vendors. The winning contract vendor will be expected to interact with any an all vendors including, but not limited to the vendors listed below:

- **Hewlett Packard:** (HP) is the fiscal agent for DHS and the State of Rhode Island Medical Assistance Program. HP has developed, under the State of Rhode Island Medical Assistance Program, a paperless transaction system that processes Rhode Island Medical

Assistance Program electronic transactions submitted through the designated electronic media. HP is the fiscal agent for DHS and the State of Rhode Island Medical Assistance Program. Although HP operates the computer systems through which electronic transactions flow, DHS retains ownership of the data itself. Trading Partners access the pipeline network over which the transmission of electronic data occurs. Accordingly, providers are required to transport data to and from HP. Additionally, contracted vendors and/or billing services must identify the providers they represent so that proper reporting of claims processing may occur.

- **JP Morgan Chase** – Supplies DHS with the ability to acquire Electronic Benefit Transfer (EBT) services for the Supplemental Nutrition Assistance Program (SNAP) and cash programs. Rhode Island is a member of the Northeast Coalition of States (NCS), which processes the EBT contract. Nightly reconciliation's of benefit transactions that occurred during that day are sent to an "Account Database" that JPMorgan Chase established for the State of Rhode Island. This includes food stamp, cash, and withdrawals, but also any adjustments to client accounts. This contract is currently up for renewal and the current vendor may change.
- **Efunds** – a wholly owned subsidiary of Fidelity National Information Services (FNIS), acts as a subcontractor and strategic partner in connection with JPMorgan Chase Electronic Financial Services (JPMorgan EFTS)' the proposal to the Northeast Coalition of States for the development, implementation, and operation of Electronic Benefits transfer (EBT) services.
- **Deloitte Consulting** – January, 2013 was awarded a contract to design, build, implement and support the new Unified Health Infrastructure Project (UHIP). UHIP has two major components: a Health Insurance Exchange (HIX); and a new Integrated Eligibility System (IES).

All changes to InRHODES must have prior approval from the Department of Human Services before the change is made and the Contractor must obtain approval from the State prior to releasing such changes into production.

The Contractor may correct certain system discrepancies in the event the contract manager from DHS is not available on their own authority; (i.e., analyze and debug programs, data, or file problems resulting from operations problems; and make all necessary changes in a specified program, file, or operation to assure optimum system efficiency and effectiveness and to upgrade performance to the level contracted for). However, these corrections of system discrepancies must be reported to the State in project status reports and/or meetings, unless the urgency of the situation requires that such notification be done sooner.

### **3.11 Major System Changes (Enhancements)**

This is a system change which may affect or add new functions to the basic design, functions, and products of the system, or large scale modifications which require significant systems analysis and programming effort to implement.

When a Major System Change becomes necessary, DHS will notify the contractor and define the nature of the change and request a feasibility study and cost estimate. Objectives for the study

will be defined along with methods of performance, time required, (work days or hours) as well as resources.

### **3.12 Contract Implementation Requirements**

Upon notification of award, the selected contractor shall carry out the following activities (sub tasks):

- Meet with Department of Human Services (DHS), staff to make practical modifications in the proposed plan within fifteen (15) days of award
- Develop working relationships with DHS, DoIT, Deloitte Consulting, and contractor staff presently under contract to maintain the InRHODES Systems
- Select and lease site; institute site security; and, prepare facilities with furniture and office equipment. Furniture and office equipment is the responsibility of the contractor even if located within the State office space
- Establish and maintain all local area networking, security, desktop support and WAN needs. The State is not responsible for maintaining the vendor's location with regards to IT support
- Recruit, hire, train, and test all staff necessary for commencing InRHODES Systems maintenance and operations
- Acquire, install, and test hardware, and other necessary equipment, as required
- Develop, install and perform internal readiness tests, and on-line and batch mode operational tests of software
- Establish and maintain security measures and related procedures that will ensure confidentiality of InRHODES Systems
- Devise and implement controls for detecting and averting problems, including specific contingency plans for resolving problems
- Coordinate record layouts, timetables, obtain tapes/data from the InRHODES Implementation incumbent contractors
- The selected vendor will communicate with DHS or their representative during the contract effort by:
  - Meeting with the designated DHS and State representative(s) before, during and after contract implementation, as scheduled by DHS, to discuss progress in all tasks;
  - Submitting a written status report on all tasks prior to every meeting (the scope and detail to be determined by DHS);
  - Securing prior approval of the DHS contract managers for all changes in the plan or deviations from current DHS practices; and,
  - Providing periodic statistics and/or progress reports as required by DHS.

### **3.13 Physical Staffing Location**

Although it is the intent of DHS to have the selected vendor co-locate with DHS at a State facility or other available State facilities, the successful vendor shall be expected to secure a facility close to DHS to accommodate the staff proposed for this engagement, beginning July 1, 2013. This facility must be approved by the State. The State shall not unreasonably withhold its approval of the selected reasonable facility.

In the event there is a change in the current vendor, the new selected vendor must also provide office space to have the existing vendor (58 Individuals) co-locate for a period of up to six months to transition to the new selected vendor.

In the event the contractor is located in an approved non-State facility, and office space becomes available at a State facility, the State shall notify the selected vendor in writing and require them to co-locate at said facility at their own expense, within twelve (12) months of notification.

The cost of the rental facility must be included in the cost proposal. However, the cost should be separated on two (2) line items. The first is the office space for the new selected vendor and the second is the cost of the office space for the transition staff from the current vendor.

In the event of a new vendor being selected, once the transition from the current vendor is completed, the new vendor will be required to reduce the cost billed to the State by this proposed amount.

The State reserves the right to approve said facility, delay or remove this requirement, or alter it in the best interest of the State.

### **3.14 Project Requirements**

The selected vendor will be required to provide for the development, testing, and release of the InRHODES software and software documentation. Both the InRHODES software and the actual maintenance process are owned and controlled by the State of Rhode Island.

### **3.15 Project Responsibilities**

The selected vendor must, at a minimum, perform the following InRHODES project activities:

- Provide for the modification, testing and release of all InRHODES software and software documentation for the host site.
- Provide for the development, testing, and release of all new InRHODES software and software documentation for the host site.
- Provide functional responsibility for InRHODES maintained modules.
- Identify computer resources to maintain InRHODES software and software documentation.
- Analyze the need to make software modifications, changes and enhancements.
- Develop procedures to interact with InRHODES change control process.
- Provide for the control of releases of InRHODES enhancements, changes, or modifications to the host site.
- Provide the technical expertise to install and activate the InRHODES system changes at host site.
- Provide the support required to distribute new versions of the InRHODES software to production site.
- Provide the support required to maintain 24-hour, 7-day a week emergency assistance for production InRHODES site. Providing such support entails the following:
  - Vendor's staff will respond to calls immediately during normal working hours, 5 days a week, and within 1 hour during all other times.
  - Vendor "on call" staff are authorized to make any changes of a purely technical nature. Designated personnel can also authorize functional changes on an

- emergency basis. They also will have 24-hour access to DHS staff to obtain authorization for functional changes.
- If the problem resolution requires software modification, corrections may be made to the site's source programs.
  - Software modifications made in the production support environment are classified as temporary. Permanent changes resulting from a problem will be forwarded to the change control process. A new release and its associated documentation will be sent to all InRHODES sites as expediently as possible.
  - Vendor will maintain personal computers that will be used to access InRHODES production site systems. It is the responsibility of the Host site to provide the maintenance contractor with access to its InRHODES on-line systems.
  - If a problem is critical to the production site's operation, has not been resolved within twenty-four hours after problem notification, and if the problem cannot be effectively resolved at the maintenance contractor's site, the maintenance contractor will have the necessary qualified staff at the affected InRHODES Host site within two hours. The cost for this activity will be borne by the contractor.
- The vendor will keep a log of all requests for assistance and forward the log to DHS monthly. The log would note, at least, the requestor, the reason, the date/time and the resolution.
  - When a critical issue is identified that effects production, the contract managers are to be notified in person or by telephone. This notification requirements includes not only system programming issues, but also includes necessary supplies such as check stock, envelopes, paper, etc, that is required for successful production.
  - Establish testing methodology to test the InRHODES system. The testing structure should follow a similar phased approach as follows:
    - Unit Testing - testing of individual modules.
    - Integrated Testing - test the InRHODES system as a collection of tested programs to ensure all system functions are performed and that proper communications exist between programs, including regression testing.
    - User Testing - test to ensure that all functional requirements are met.
    - Conversion Testing - test to insure that integrity and conformity of all data elements to be converted are maintained.
  - Maintain a comprehensive package of testing data and materials for use in evaluating the InRHODES system of programs. The test data and materials should be able to accurately predict all possible conditions plus expected results for base test and other installations
  - Maintain all system and operational documentation as necessary
  - Provide Quality Assurance functions as necessary. This includes, but is not limited to:
    - Database reviews;
    - documentation reviews; and
    - system review, both technical and programmatic; and
    - test plans.
  - Coordinate efforts with DHS manager to maintain liaison with Host site
  - Make staff available to meet with DHS staff or representatives as needed
  - Provide ongoing reports of activity, status and expenditures as required to designated DHS management

- Provide staff support for meetings, conferences
- Provide system security as necessary

### 3.16 Interactions

The selected vendor will interact with DHS's change control process. The selected vendor will maintain a complete and current InRHODES software library for DHS and assure quality control and security for all program modules. The selected vendor will take custody of the current InRHODES documentation library and will assume responsibility for maintaining and keeping it current.

### 3.17 Host Computer

The selected vendor will assist in the installation and activating of the InRHODES software changes and maintain the InRHODES system. They will respond to all requests for technical assistance to maintain the operation of the InRHODES system and provide for emergency assistance when required.

### 3.18 Capabilities

The vendor must be able to support the following capabilities and have staff experienced in most of these areas:

<u>Software Technical Environment</u>		
Software	Current Version	Notes
<b>Mainframe Operating System</b>	<b>IBM Z9</b>	
Z/OS	1.9	
RACF	1.9	
TSO	1.9	
JES2	1.9	
SDSF	1.9	
VTAM	1.9	
Print Services Facility	4.1	
Netview	3.1	
CICS Transaction Server	3.1	
NCP	7.5	
APAS	4.1.1	Obsolete
JobTrac	3.5	Upgrade Pending
COBOL	1.2.2	
Connect Direct z/OS	4.3.2	(to be phased out)
CA Spool	2	
TIBCO MFT Platform Server	7	
<b>Mainframe Software AG Products</b>		
ADABAS	8.2.5	
Natural	8.2.2	
Natural Security	8.2.2	

Predict	8.2	
Supernatural	8.2	
EntireX Broker	8.1	
Natural Connection	8.2	
<b>Web Apps - Server Software</b>		
Windows Server 2003	SP 2	
TwainPro Web to Host	4	
Cold Fusion MX	7.1	
JBoss Server	5.1.0 GA	
EntireX Broker (Runtime)	7.2.1	
Oracle EE	11.1.6	
JDK	1.6.0_22	
J2EE	Java_ee_sdk-5_07	
Struts	1.3	
TWAIN Pro	4	
Oracle Client (SQL Loader, SQL Plus)	11.1.0.6	
WinZip	11	
<b>Web Apps - Developers Workstation</b>		
Windows XP Prof.	Service Pack 3	
Eclipse	Galileo 3.5	
JBoss Server	5.1.0 GA	
JDK	1.6.0_22	
J2EE	Java_ee_sdk-5_07	
Struts	1.3	
Cold Fusion MX	7.1	
Software AG Entire X Communicator package <ul style="list-style-type: none"> <li>Trace Utility</li> <li>Cobol IDL Generator</li> <li>Natural IDL Generator</li> <li>Support Tool</li> <li>Tor Editor</li> <li>Workbench</li> </ul>	7.2.1.0	
Micromedia Dreamweaver	8.0.2	
Oracle Client (SQL Plus)	11.1.0.6	
QueryBuilder	6.0.5.6.0	
SQL Developer	2.1.1	
WinZip	11	
<b>Other 3<sup>rd</sup> Party Software</b>		
Connect Direct Windows	4.2.32	To be phased out
TIBCO MFT Platform Server	7.1	
Passport	2009	
Ipswitch FTP Pro	12.3	

Access 2000		
Access 2003		
Adobe Writer	8	
Axway Secure Client Build 252	5.7.2	

## **SECTION 4: TECHNICAL PROPOSAL**

The separate technical proposal should address specifically each of the required elements:

### **4.1 Introduction**

The contents of the proposal introduction shall be determined by the vendor but should include a statement and discussion of responsibilities as understood by the vendor. The vendor should describe throughout the technical proposal its capabilities and experience in project management and software development. The technical proposal is limited to fifty 50 pages, not including resumes or cost proposals. Font size may not be smaller than 12 pitch. . .

### **4.2 Agreement to Terms and Conditions**

This section of the proposal must include a specific statement agreeing to all contractual conditions and requirements as contained in the RFP, including all Appendices. It must also specifically include appropriate information and affirmative statements as delineated in the RFP.

### **4.3 Staff Qualifications and Experience**

Evaluators will consider prior experience and expertise in the tasks described and the extent to which the vendor meets the minimum criteria. Level of expertise, experience and qualifications of proposed positions, proposed essential staff, and proposed subcontractors will be considered significantly.

Experience should also include the migration of a legacy eligibility system that uses Adabas and Natural.

Specific knowledge and experience with InRHODES will be strongly considered.

The vendor must identify in its proposal the individuals who will be assigned to this project.

Each vendor must provide the following:

- a complete Personnel Summary for each person assigned to the project, including amount of participation and experience supporting a single integrated eligibility system which includes Child Support.
- a resume for each person which substantiates this information and presents the qualifications of the person relative to the proposed job function. The resume must specify clearly the number of months in which the individual worked in previous positions which are applicable to the duties he or she will be assigned.
- There must be a Project Manager assigned 100 percent (full time) to the InRHODES Maintenance Project on site from through contract years and option years (if elected).
- Points for personnel experience will be awarded for experience in the various aspects of ACA, RIW, SNAP, MA, Child Care, CSS, On-line policy systems, EDP operations, database design, etc. If a function is subcontracted, the assigned person may be an employee of the subcontractor but must be covered in the subcontract for the contracting years.
- Vendor must submit resumes for the essential staff identified below:
  - One (1) Project Manager
  - Six (6) Technical Team Lead

- Two (2) Database Administrators

Please do not include addresses or other contact information.

- The personnel specified in the selected vendor's proposal and referenced above will be considered essential staff. Prior to making any changes to any personnel or diverting any specified individual to other contracts or programs, the selected vendor shall notify the DHS contract manager in writing and shall submit justification (including proposed substitution). No change or diversion of personnel shall be made by the selected vendor without the prior written consent of the DHS contract manager. If a change in the assigned personnel is made, failure to suitably replace that person, in the State's judgment, within 30 calendar days will result in disallowance by DHS of the costs associated with this contract for the replacement person.

#### **4.4 Capability, Capacity, and Qualifications of the Vendor**

Please provide a detailed description of the Vendor's experience as a 3rd party billing agency, including experience in billing for tests/procedures. A list of relevant client references must be provided, to include client names, addresses, phone numbers, dates of service and type(s) of service(s) provided.

- All vendors must provide a detailed summary of contractor and subcontractor experience for its organization.
- All vendors must identify the appropriate categories of experience and the number of months of experience in each category.
- All vendors must complete a separate contractor and subcontractor experience summary for each subcontractor. Whenever possible, at least two (2) references should be supplied for each category of experience.
- A statement of the bidder's capability as a firm to manage the design and development of modifications and or enhancements to large single integrated database systems.
- Please include three references with name, address, contact person, telephone number. References should be similar in function as to the size and scope of work as detailed in this RFP.
- Please detail those projects listed in the references.(Programming languages, database, number of programs, procedures, project management, number of staff, system purpose and name, application size, hardware platform)
- Sufficient financial information to show that vendor is in good financial standing.
- Vendors need to clearly document their experience supporting a single integrated eligibility system which includes Child Support.

#### **4.5 Maintenance and Operations**

The vendor must fully describe in its proposal how it will provide the necessary support required for the maintenance of the InRHODES application. Such support includes, but is not limited to:

1. Making necessary software modifications to all program modules, but not necessarily limited to:
  - a. Errors discovered during Quality Assurance reviews;
  - b. Errors discovered during normal production review and monitoring;
  - c. Modifications to enhance technical aspects of the system; and
  - d. Required DHS/OHHS/DOIT mandates and/or DHS requests.

2. Providing Quality Control functions as necessary. This includes, but is not limited to:
  - a. database reviews;
  - b. documentation reviews and system review, both technical and programming;
  - c. Maintaining a comprehensive package of testing data and materials for use in evaluating the InRHODES Systems of programs;
  - d. Production control Procedures; and
  - e. Database Administration.
3. Emergency Maintenance
  - a. Vendor must prepare a protocol document for emergency assistance to production InRHODES site 24 hours a day, 7 days per week.
4. Software Releases/Version Control
  - a. The vendor should describe the system of controls and the support available to distribute new versions of the InRHODES software. This activity should also include software enhancements and/or modifications and document the interaction with DHS and DOIT which will control their releases.
5. Software Testing
  - a. Vendor must describe its approach and procedures to conducting the various phases of system testing.
6. Change Control
  - a. The vendor must fully describe the procedures it will incorporate to control changes made to the InRHODES Systems. These procedures should fully:
    - Provide reassurance to the users that InRHODES is stable and reliable by alerting them of any known problems or any proposed enhancements.
    - Provide accountability for all changes by being able to identify specifics about each change request.
    - Provide for timely response to inquiries about the status and disposition of all change requests submitted.
    - Provide a mechanism for identifying and controlling costs of each change request.
7. Installation of Software
  - a. Vendor must fully describe its methodology, personnel, and systems technical expertise for assisting in installing and activating the InRHODES system changes and updates.
8. On-Site Liaison
  - a. A full time on site project manager is required for this RFP.
9. Staff Support
  - a. Vendor should fully describe the type of staff support it will provide for InRHODES Maintenance.
10. System Security
  - a. Vendor should fully describe its plan for InRHODES Systems in accordance with:
    - Federal Certification Requirements
    - State of Rhode Island Requirements
    - Maintaining HIPPA requirements
    - A brief description on the methodology proposed to ensure unauthorized access is prohibited.
11. Documentation Procedures
  - a. Vendor should fully describe its plans to fulfill this requirement
12. Capability of Maintaining Spanish and Portuguese technical requirements for notice

Generation.

#### **4.6 Approach/Methodology**

Describe the methodology and approach for the support of multiple iterations of InRHODES as mandated change requests are made at the same time required functionality must be removed all while the production environment must remain operational. Data conversion from InRHODES to the new UHIP must also occur in time for the Phase 1 scheduled implementation (October, 2013) of the new UHIP project. Bi-directional data must be synchronized between the two systems.

## **SECTION 5: COST PROPOSAL**

### **5.1 Overview**

The proposed contract covers the InRHODES Maintenance Project period from July 1, 2013 through June 30, 2016, with three optional 12 month terms exercised at the State's sole discretion.

Vendors must submit a cost proposal for all operational periods identified in the chart located in Appendix D, including the option years.

In submitting its cost proposal, the offer must detail the following:

- An InRHODES Cost schedule for the requested roles
- Show all roles and associated fully loaded hourly rates
- Show total yearly cost for the periods indicated based on State fiscal year
- Show any changes in rates for the duration of this contract including option years
- Show any additional cost

### **5.2 Defined Staffing Levels**

Bidders shall bid based on a defined staffing level. Since DHS has been operating and enhancing this InRHODES System since 1990, the number and type of staff that is required to operate and to perform routine maintenance upgrades is a known factor. To have all bidders bidding on the same bases, the proposed staffing is defined. The hourly rates and the experience of each staff person proposed will be evaluated..

Personnel proposed will be evaluated based on experience and education as listed in the Jobs Qualifications and Skills Requirements section of this RFP. This methodology will allow DHS to know what its yearly costs will be at contract time and should provide DHS with the greatest flexibility regarding the use of contractor resources. This bid should allow for a level of ongoing enhancements to the system with proposed staff and provide for added staff during periods of heavy system changes at a fixed hourly rate for type of personnel needed.

This bid is a firm fixed price contract with fully loaded hourly rates stated as the basis for formulating the fixed price. All vendors are required to use the template in Appendix D to price staffing.

The following is the staff configuration that bidders must use in constructing their bid:

- Identify each staff member with their fully loaded hourly rate
- Identify the number of hours the person will work each year
- The State reserves the right to increase or decrease the number of individuals working on this contract at anytime during this contract
- All work is considered in scope
- Format and process of work orders will be discussed only after awarding this RFP
- The proposed individuals will work on a time-only basis, taking all direction from the State
- Contractors may work up to 40 hours per week, but are not to exceed 1860 hours per year without written consent from DHS
- Successful vendor must comply with the State Holiday calendar unless agreed to differently.

**Figure 5.1 – InRHODES Proposed Staffing**

<b>INRHODES PROPOSED STAFFING</b>		
<b>CONTRACT YEAR</b>	<b>TIME PERIOD</b>	<b>FTE'S</b>
YEAR 1 FY14	JULY 1, 2013 – SEPTEMBER 30, 2013	60.0
YEAR 2 FY15	JULY 1, 2014 – MAY 31, 2015	60.0
	JUNE 1, 2015 – JUNE 30, 2015	19.0
YEAR 3 FY16	JULY 1, 2015 – JUNE 30, 2016	19.0
<b>OPTION YEARS</b>		
OPTION YEAR 1 (FY 17)	JULY 1, 2016 – JUNE 30, 2017	19.0
OPTION YEAR 2 (FY 18)	JULY 1, 2017 – JUNE 30, 2018	19.0
OPTION YEAR 3 (FY 19)	JULY 1, 2018 – JUNE 30, 2019	19.0

**Figure 5.2 – Number of Positions**

<b>NUMBER OF POSITIONS</b>				
<b>TITLE</b>	<b>7/1/13 - 6/30/14</b>	<b>7/1/14 - 5/31/15</b>	<b>6/1/15 - 6/30/15</b>	<b>7/1/15 - 6/30/19</b>
PROJECT MANAGER	1	1	1	1
TECHNICAL TEAM LEAD	6	6	1	1
SR. BUSINESS ANALYST/ DESIGN TEAM	6	6	1	1
DATABASE ADMINISTRATOR	2	2	1	1
WEB/PROGRAMMER ANALYST	5	5	5	5
SYSTEM PROGRAMMER ANALYST	40	40	10	10
<b>TOTAL</b>	<b>60</b>	<b>60</b>	<b>19</b>	<b>19</b>

Figure 5.1 above illustrates the estimated staffing level for the appropriate time frame. Figure 5.2 above illustrated the types and quantities of each position type. When formulating the cost proposal, vendors should present their costs by position referenced in Figure 5.2 and by Time Period referenced in Figure 5.1, along with a total cost of all resources by time period.

NOTE: Upon mutual agreement, additional titles and hourly charges may be added, changed or removed as needed.

### **5.3 Facility Cost**

The facility cost is the cost the vendor proposes charging the State to physically locate in a facility close to DHS and approved by the State. The space requirement should include the proposed square footage and should include meeting rooms and a training room for approximately 20 people. For evaluation of the cost proposals, the rental charge should be documented as a separate line item in the cost proposal.

In the event there is a change in the current vendor, the new selected vendor must also provide office space to have the existing vendor (approximately 60 individuals) co-locate for a period of up to six months to transition to the new selected vendor. The State reserves the right to approve said facility, delay or remove any requirements in this Section 6.3, or alter it in the best interest of the State.

In the event the contractor is located in an approved non-State facility, and office space becomes available at a State facility, the State shall notify the selected vendor in writing and require them to co-locate at said facility at their own expense, within twelve (12) months of notification.

The vendor should also provide a cost to have the State co-locate up to 20 individuals with the vendor. This cost should be listed on a separate line item.

The cost of the rental facility must be included in the cost proposal; however, it should be separated on three (3) line items. The first is the office space for the new selected vendor; the second is the cost of the office space for the transition staff from the current vendor; and the third is the office space to have the State co-locate with the vendor.

### **5.4 Hardware Requirements**

The winning vendor may also be required to purchase hardware and software as part of this proposal and turn over ownership to the State of Rhode Island within 14 days of implementation and acceptance. The vendor is expected to install, maintain and provide support of all hardware and equipment being used by their staff for the duration of the resulting contract.

Although the State is requesting cost information to purchase hardware as part of this RFP, the State will decide upon notification of an award to the winning vendor whether or not the State will excise this option. In either case, the vendor will be expected to provide the necessary support for the hardware in direct control of the vendor.

#### **5.4.1 Network Equipment**

The network information is detailed in Appendix C.

Although the State is requesting this cost information, it will be at the digression of the State to excise this optional purchase.

#### **5.4.2 Computers**

The network information is detailed in Appendix C.

Although the State is requesting this cost information, it will be at the discretion of the State to excise this optional purchase.

The successful vendor will work with the State to determine the version of Microsoft Office Suite and Antivirus software for all computers.

#### **5.4.3 Printers**

The network information is detailed in Appendix C.

Although the State is requesting this cost information, it will be at the discretion of the State to excise this optional purchase.

## SECTION 6: EVALUATION AND SELECTION

### 6.1 Evaluation Approach and Section

Proposals will be reviewed by a Technical Review Committee comprised of staff from state agencies. To advance to the Cost Evaluation phase, the Technical Proposal must receive a minimum of 52.5 (75%) out of a maximum of 70 technical points. Any technical proposals scoring less than 52.5 points will not have the cost component opened and evaluated. The proposal will be dropped from further consideration.

Proposals scoring 52.5 technical points or higher will be evaluated for cost and assigned up to a maximum of 30 points in cost category, bringing the potential maximum score to 100 points.

The Department of Human Services reserves the exclusive right to select the individual(s) or firm (vendor) that it deems to be in its best interest to accomplish the project as specified herein; and conversely, reserves the right not to fund any proposal(s).

Proposals will be reviewed and scored based upon the following criteria:

Criteria	Possible Points
<b>Staff Qualifications and Experience.</b>	32 Points
<b>Capability, Capacity and Qualifications of the Vendor</b>	11 Points
<b>Maintenance and Operations.</b>	16 Points
<b>Approach and Methodology</b>	11 Points
<b>Total Possible Technical Points</b>	<b>70 Points</b>
<b>Cost *</b> Calculated as lowest responsive cost proposal divided by (this cost proposal) times 30 points	30 Points
<b>Total Possible Points</b>	<b>100 Points</b>

\*The Low bidder will receive one hundred percent (100%) of the available points for cost. All other bidders will be awarded cost points based upon the following formula:

(low bid / vendors bid) \* available points

For example: If the low bidder (Vendor A) bids \$65,000 and Vendor B bids \$100,000 for monthly cost and service fee and the total points available are Thirty (30), vendor B's cost points are calculated as follows:

$$\$65,000 / \$100,000 * 30 = 19.5$$

Points will be assigned based on the vendor's clear demonstration of his/her abilities to complete the work, apply appropriate methods to complete the work, create innovative solutions and quality of past performance in similar projects.

Applicants may be required to submit additional written information or be asked to make an oral presentation before the technical review committee to clarify statements made in their proposal. Applicants may be required to submit additional written information or be asked to make an oral presentation before the Technical Review Committee to clarify statements made in their proposal.

The State reserves the right to contact individuals, entities, or organizations who have had recent contracts or relationships with the firm or staff proposed for this effort, whether or not they are identified as references, to verify that the vendor has successfully performed their contractual obligations in other similar efforts.

## SECTION 7: PROPOSAL SUBMISSION

Questions concerning this solicitation may be e-mailed to the Division of Purchases at [David.Francis@purchasing.ri.gov](mailto:David.Francis@purchasing.ri.gov) no later than the date and time indicated on page one of this solicitation. Please reference **RFP # 7462367** on all correspondence. Questions should be submitted in a Microsoft Word attachment. Answers to questions received, if any, will be posted on the Internet as an addendum to this solicitation. It is the responsibility of all interested parties to download this information. If technical assistance is required to download, call the Help Desk at (401) 574-9709.

Offerors are encouraged to submit written questions to the Division of Purchases. **No other contact with State parties will be permitted.** Interested offerors may submit proposals to provide the services covered by this Request on or before the date and time listed on the cover page of this solicitation. Responses received after this date and time, as registered by the official time clock in the reception area of the Division of Purchases will not be considered.

Responses (**an original plus six (6) copies**) should be mailed or hand-delivered in a sealed envelope marked “**RFP#: 7462367- InRHODES Maintenance and Operations**” to:

RI Dept. of Administration  
Division of Purchases, 2nd floor  
One Capitol Hill  
Providence, RI 02908-5855

NOTE: Proposals received after the above-referenced due date and time will not be considered. Proposals misdirected to other State locations or those not presented to the Division of Purchases by the scheduled due date and time will be determined to be late and will not be considered. Proposals faxed, or emailed, to the Division of Purchases will not be considered. The official time clock is in the reception area of the Division of Purchases.

### RESPONSE CONTENTS

Responses shall include the following:

1. A completed and signed four-page R.I.V.I.P generated bidder certification cover sheet downloaded from the RI Division of Purchases Internet home page at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).
2. A completed and signed W-9 (included in the original proposal only) downloaded from the RI Division of Purchases Internet home page at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).
3. **A separate Technical Proposal** describing the qualifications and background of the applicant and experience with and for similar projects, and all information described earlier in this solicitation. The Technical Proposal is limited to one hundred (100) pages (this excludes any appendices). As appropriate, resumes of key staff that will provide services covered by this request.
4. **A separate, signed and sealed Cost Proposal** reflecting the fully loaded hourly rate, or other fee structure, proposed to complete all of the requirements of this project.

5. In addition to the multiple hard copies of proposals required, Respondents are requested to provide their proposal in **electronic format (CD-Rom, disc, or flash drive)**. Microsoft Word / Excel OR PDF format is preferable. Only 1 electronic copy is requested and it should be placed in the proposal marked “original”.

### **CONCLUDING STATEMENTS**

Notwithstanding the above, the State reserves the right not to award this contract or to award on the basis of cost alone, to accept or reject any or all proposals, and to award in its best interest.

Proposals found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further.

The State may, at its sole option, elect to require presentation(s) by offerors clearly in consideration for award.

## **Appendix A - Civil Rights Act of 1964**

### **RHODE ISLAND DEPARTMENT OF HUMAN SERVICES**

#### **NOTICE TO DEPARTMENT OF HUMAN SERVICES SERVICE PROVIDERS OF THEIR RESPONSIBILITIES UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

Public and private agencies, organizations, institutions, and persons that receive federal financial assistance through the department of human services (DHS) are subject to the provisions of Title VI of the civil rights act of 1964 and the implementing regulations of the united states Department of Health and Human Services (DHHS), which is located at 45 CFR, part 80, collectively referred to hereinafter as title VI. DHS contracts with contractors include a contractor's assurance that in compliance with Title VI and the implementing regulations, no person shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in its programs and activities on the grounds of race, color, or national origin. Additional DHHS guidance is located at 68 FR 47311-02.

DHS reserves its right to at any time review contractors to assure that they are complying with these requirements. Further, DHS reserves its right to at any time require from contractors, sub-contractors and vendors that they are also complying with Title VI.

The contractor shall have policies and procedures in effect, including, a mandatory written compliance plan, which are designed to assure compliance with Title VI. An electronic copy of the service providers written compliance plan and all relevant policies, procedures, workflows and relevant chart of responsible personnel must be available to DHS upon request.

The contractor's written compliance plan must address the following requirements:

- ❑ Written policies, procedures and standards of conduct that articulate the organization's commitment to comply with all title vi standards.
- ❑ Designation of a compliance officer who is accountable to the service provider's senior management.
- ❑ Effective training and education for the compliance officer and the organization's employees.
- ❑ Enforcement of standards through well-publicized guidelines.
- ❑ Provision for internal monitoring and auditing.
- ❑ Written complaint procedures
- ❑ Provision for prompt response to all complaints, detected offenses or lapses, and for development and implementation of corrective action initiatives.
- ❑ Provision that all contractors, sub-contractors and vendors of the service provider execute assurances that said contractors, sub-contractors and vendors are in compliance with Title VI.

The contractor must enter into an agreement with each sub-contractor or vendor under which there is the provision to furnish to it, DHHS or DHS on request full and complete information related to Title VI compliance.

The contractor must submit, within thirty-five (35) days of the date of a request by DHHS or DHS, full and complete information on Title VI compliance by the contractor and/or any sub-contractor or vendor of the contractor.

It is the responsibility of each contractor to acquaint itself with all of the provisions of the title VI regulations. A copy of the regulations is available upon request from the community relations liaison officer, Department of Human Services, 57 Howard Avenue, Cranston, RI 02920; telephone number: (401) 462-2130.

**THE REGULATIONS ADDRESS THE FOLLOWING TOPICS:**

**SECTION:**

80.1	PURPOSE
80.2	APPLICATION OF THIS REGULATION
80.3	DISCRIMINATION PROHIBITED
80.4	ASSURANCES REQUIRED
80.5	ILLUSTRATIVE APPLICATIONS
80.6	COMPLIANCE INFORMATION
80.7	CONDUCT OF INVESTIGATIONS
80.8	PROCEDURE FOR EFFECTING COMPLIANCE
80.9	HEARINGS
80.10	DECISIONS AND NOTICES
80.11	JUDICIAL REVIEW
80.12	EFFECT ON OTHER REGULATIONS; FORMS AND INSTRUCTIONS
80.13	DEFINITION

## Appendix B – Current Data Interfaces

<u>Jobname or Requestor</u>	<u>Frequency</u>	<u>Job Description Agency</u>	<u>I/O</u>	<u>Media Type/ Transfer Method</u>	<u>COC Used</u>	<u>File Source</u>	<u>File Recipient</u>
FA3140TT	Weekly	FIP Post Tax Offset	I	Cartridge	No	EOC / RI DoA-Tax	EOC / DHS
FA3340TM	Quarterly	FIP Address Request Match/No Match Report for the FIP Tax Offset Program	I	Cartridge	No	EOC / RI DoA-Tax	EOC / DHS
FA3340TS	Quarterly	Pre-Offset file for FIP Treasury Offset Program	O	Cartridge	No	EOC / DHS	EOC / RI DoA-Tax
FA3540AF	Annual/On Request	Case Disbursement History for Auditor General	O	CD	Yes	EOC / DHS	DHS Prod.Control to DHS George Bowen for Auditor General
FA3540HA	Annual/On Request	Holiday Toy Letters	O	CD	Yes	EOC / DHS	DHS Prod.Control to George Bowen DHS for RICAA Agency for Holiday Toy Distribution Center
FA3540IE	Annual/On Request	Reads the IEVS SAVE panels to create 'Savings Tape'	O	CD	Yes	EOC / DHS	DHS Prod.Control to DHS George Bowen for RI Auditor General
FA3540TR	Annual/On Request	TANF Audit of FS Recertification Failure and FIP Child Support Enforcement Non- Cooperation Reports	O	CD	Yes	EOC / DHS	DHS Prod.Control to DHS George Bowen for RI Auditor General
FA3540VZ	Annual/On Request	Match File from Verizon Phone Co LifeLine Program to see if Verizon customer is currently active on InRhodes	I	CD	Yes	Verizon	Verizon Rep to DHS Production Control/Terry Haydt (DoIT) Input to DHS /InRHODES
FA3540VZ	Annual/On Request	Return file to Verizon Phone Co confirming if Verizon customer is currently active/inactive on InRhodes	O	CD	Yes	EOC / DHS	DHS Production Control to Terry Haydt (DoIT) to Verizon Rep (Fran O'Neill -Cuhna)
FA4140S8	Weekly	State Tax Offset	I	Cartridge	No	EOC / RI DoA-Tax	EOC / DHS
FA4240AT	Monthly	CSE/CSENET Absent Parent Tax Tape Interface	O	Cartridge	No	EOC / DHS	EOC / RI DoA-Tax
FA4240TA	Monthly	CSE Absent Parent Income Tax Match	I	Cartridge	No	EOC / RI DoA-Tax	EOC / DHS - InRHODES
FA4440TC	Annual	CSE Client Income Tax Match	I	Cartridge	No	EOC / RI DoA-Tax	EOC / DHS - InRHODES

Kathy McCusker of OCSS	Annual		RI OCSS Annual Audit Files	O	CD	Yes	EOC / DHS	DHS Production Control to DHS/Kathy McCusker to send FedEx to OCSE Federal Auditor
Kimberly Nikolaidis of Quality Control Unit	Monthly		RI QC Scan Data for FNS - Negative Cases, Negative Drop Cases, Positive Cases, Positive Drop Cases	O	CD	Yes	EOC / DHS	DHS Production Control to DHS MIS Unit to send FedEx to Food Nutrition Services Offices
FAIRONMT & PLOGs	Monthly		Production Offline Backup and Production Log Files	O	Cartridge	No	EOC / DHS	EOC to Iron Mountain
FAONLNDB	Daily (M-F)		Production Online Backup	O	Cartridge	No	EOC / DHS	EOC to 1 Capitol Hill
FA2140DB	Weekly		Production Offline Backup	O	Cartridge	No	EOC / DHS	EOC to 1 Capitol Hill
PLOGs	Daily		Production Log Files	O	Cartridge	No	EOC / DHS	EOC to I1 Capitol Hill and Iron Mountain
OCSE, TANF, CCAP DCYF (AFCARS) CSE	Varies		Administration of Children & Families	I/O	EDI	No	DHS & ACF	DHS & ACF
	Daily		AMS Imaging	O	EDI	No	DHS & ACF	AMS Imaging
GPA, CCAP	Monthly, Weekly	Bi-	Bank of America	I/O	EDI	No	DHS / BOA	DHS / BOA
MA	Monthly		Blue Cross Blue Shield of RI	O	EDI	No	DHS	BCBS of RI (obsolete)
CSE	Daily		Citizens Bank	I/O	EDI	No	DHS & Citizens	DHS & Citizens
MA	Daily		Center for Medicare/caid Services (CMS)	I/O	EDI	No	DHS & CMS	DHS & CMS
CSE	Daily		Office of Child Support (CSENET)	I/O	EDI	No	DHS & CSENET	DHS & CSENET
CSE	Weekly		Child Support Lien Network (CSLN) TMR Insurance	O	EDI	No	DHS	CSLN
CSE	Daily		Child Support Lien Network (CSLN) Daily FIDM	I/O	EDI	No	DHS & CSLN	DHS & CSLN
TANF	Quarterly		Defense Manpower Data Center (DMDC)	I/O	EDI	No	DHS & DMDC	DHS & DMDC
RIW	Daily		DHS - CCRU / Fraud	O	EDI	No	DHS	DHS - CCRU / Fraud
CCAP	Varies		DHS - Office of Child Care	O	EDI	No	DHS	DHS - Office of Child Care
CSE	Varies		DHS - Office of Child Support Enforcement	I/O	EDI	No	DHS & OCSE	DHS & OCSE
MA	Varies		DHS - Medical Assistance, CCFH, ECU, MMIS,	I/O	EDI	No	DHS & MMIS	DHS & MMIS
SNAP	Varies		DHS - SNAP	O	EDI	No	DHS	SNAP
RIW	Varies		DHS - RIW	O	EDI	No	DHS	RIW

Various	Varies	DHS - Financial Management	O	EDI	No	DHS	Fin. Mgmt.
Various SNAP, CSE	Varies Daily	DHS - Administration DiRAD	I/O I/O	EDI EDI	No No	DHS & MIS DHS & DiRAD	DHS & MIS DHS & DiRAD
All SNAP	Varies Monthly	DOA Bureau of Auditors Electronic Disqualified Recipient Systems (eDRS)	O O	EDI EDI	No No	DHS DGS	Auditor General eDRS
SNAP, TANF	Daily	FIS Global	I/O	EDI	No	DHS & Efunds	DHS & Efunds
CSE	Monthly	Equifax Credit Bureau	O	EDI	No	DHS	Equifax
CSE	Monthly	Experian Credit Bureau	O	EDI	No	DHS	Experian
SNAP	Varies	FNS (TOP)	O	EDI	No	DHS & FNS	DHS & FNS
TANF	Varies	Food & Drug Admin. (ACF)	I/O	EDI	No	DHS & ACF	DHS & ACF
MA	Varies	Group Health Inc. (GHI)	I/O	EDI	No	DHS & GHI	DHS & GHI
CSE	Varies	Health Management Systems Inc. (HMS)	I/O	EDI	No	DHS & HMS	DHS & HMS
MA (MMIS)	Daily	HP (Formerly EDS)	I/O	EDI	No	DHS & HP	DHS & HP
CSE, TANF	Monthly	IRS	I/O	EDI	No	DHS & IRS	DHS & IRS
CSE	Daily	JP Morgan Chase	I/O	EDI	No	DHS & JP Morgan	DHS & JP Morgan
CSE	Monthly	Lexis Nexis	I/O	EDI	No	DHS & Lexis Nexis	DHS & Lexis Nexis
CSE, TANF	Weekly	National Directory of New Hires (NDNH)	I/O	EDI	No	DHS & NDNH	DHS & NDNH
TANF	Annual	National Grid	I/O	EDI	No	DHS & National Grid	DHS & National Grid
MA	Monthly	Neighborhood Health Plans of RI	O	EDI	No	DHS	NHP of RI
Various	Daily	Social Security Admin.	I/O	EDI	No	DHS & SSA	DHS & SSA
MA / SSI	Monthly	Sovereign Bank	I/O	EDI	No	DHS & Sovereign	DHS & Sovereign
CSE	Daily	Systems & Methods, Inc. (SMI)	I/O	EDI	No	DHS & SMI	DHS & SMI
CSE	Weekly	State of RI Lottery	I/O	EDI	No	DHS & RI Lot.	DHS & RI Lot.
CSE, CCAP	Daily	State of RI Department of Children, Youth and Family	I/O	EDI	No	DHS & DCYF	DHS & DCYF
CSE	Weekly	State of RI Dept of Corrections	I	EDI	No	DOC	DHS
SNAP	Annual/Monthly	State of RI Dept of Education	I/O	EDI	No	DHS & RIDE	DHS & RIDE
CSE	Monthly	State of RI Dept of Environmental Management	I	EDI	No	DEM	DHS
CSE, TANF	Monthly	State of RI Dept of Health	I	EDI	No	DOH	DHS
CSE, CCAP, TANF	Varies	State of RI Dept of Labor & Training	I/O	EDI	No	DHS & DLT	DHS & DLT

CSE, MA	Monthly	State of RI Dept of Motor Vehicles	I	EDI	No	DHS & DMV	DHS & DMV
Various	Varies	State of RI Central Mail Facility	O	EDI	No	DHS	EOC Mail Room
TANF	Daily	State of RI MHRH	I/O	EDI	No	DHS & MHRH	DHS & MHRH
CSE	Varies	State of RI Treasury	I/O	EDI	No	DHS & Treasury	DHS & Treasury
TANF,CSE	Daily	Stellaware (formerly Maximus)	I/O	EDI	No	DHS & Stellaware	DHS & Stellaware
CSE	Monthly	TransUnion Credit Bureau	O	EDI	No	DHS	Transunion
MA	Monthly	United Health	O	EDI	No	DHS	United Health
SNAP	Monthly	University of RI (SNAP Outreach)	O	EDI	No	DHS	URI
MA	Weekly	Welligent Software Solutions	I/O	EDI	No	DHS & Welligent	DHS & Welligent
CSE	Weekly	Western Union	I/O	EDI	No	DHS & WU	DHS & WU

## Appendix C - Hardware

### Network Equipment

Router:

1 - Cisco 2921/K9

Switch:

2 - WS-C2960S-48TS-L

Firewall:

1 - Cisco 5505 Firewall

1 - Cisco ASA 5512X firewall at the State's data center

### Personal Computers

Base Unit	OptiPlex 7010 Small Form Factor Base (225-2812)
Processor	3rd Gen Intel Core i5-3470 Processor (6MB, 3.2GHz) w/HD2500 Graphics, Dell Optiplex 7010 (319-0912)
Memory	8GB, NON-ECC, 1600MHZ DDR3, 2DIMM, OptiPlex (317-8985)
Keyboard	Dell USB KB,ENG,OPTII (331-8142)
Monitor	Dell Professional P2012H, Widescreen, 20in Viewable Image Size, HAS, VGA/DVI, OptiPlex, Precision and Latitude (320-2936)
Video Card	Intel Integrated Graphics w/DP/DVI, OPTII (320-3778)
Hard Drive	250GB 3.5 6.0Gb/s SATA with 8MB DataBurst Cache,OptiPlex (342-3902)
Operating System	Windows 7 Professional, No Media, 64-bit, Optiplex, English (421-5606) Windows 7 Label, OptiPlex, Fixed Precision, Vostro Desktop (330-6228) Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps), OptiPlex (421-5334) Dell Data Protection Access, OptiPlex x010 (421-8276)
Mouse	Dell MS111 USB Optical Mouse, OptiPlex and Fixed Precision (330-9458)
TBU	Intel Standard Manageability, Dell OptiPlex 7010 (331-6245)
CD-ROM or DVD-ROM Drive	8X SlimLine, DVD+/-RW, Dell OptiPlex (318-0620)
Sound Card	Heat Sink, Perf/Mstrm, SFF, OptiPlex (331-8318)
Speakers	Internal Speaker, Optiplex (318-0319)

Cable	Optiplex 7010 Small Form Factor, Standard Power Supply (331-6585) Enable Low Power Mode for EUP Compliance, Dell OptiPlex (330- 7422)Regulatory label, Mexico, for OptiPlex 7010 Small Form Factor (331- 7359)
Documentation Diskette	Documentation, English and French, Dell OptiPlex (331-2030) Power Cord, 125V, 2M, C13, Dell OptiPlex (330-1711)
Bundled Software	No Productivity Software requested (412-1397)
Factory Installed Software	No ESTAR Settings, OptiPlex (331-8325) Factory Installed Software: No ESTAR Settings, OptiPlex (331-8325) Feature No Resource DVD for Dell Optiplex, Latitude, Precision (313- 3673)
Service	Dell Limited Hardware Warranty Plus Service Extended Year(s) (995-4303) Dell Limited Hardware Warranty Plus Service Initial Year (995-4093) ProSupport: Next Business Day Onsite Service After Remote Diagnosis 2 Year Extended (995-1933) ProSupport: Next Business Day Onsite Service After Remote Diagnosis Initial Year (995-0923) ProSupport : 7x24 Technical Support , 2 Year Extended (995-2093) ProSupport : 7x24 Technical Support , Initial (995-1553)
Misc	1 W ready mode - exceeds FEMP 3W recommendation. Mode can be disabled in BIOS. OptiPlex (310-1959) No Quick Reference Guide, Dell OptiPlex (310-9444) Shipping Material for System, Small Form Factor, Dell OptiPlex 990 (331- 1270) Intel Core i5 Desktop Sticker(331-1566)

## **Printers**

- (6) – HP Laserjet M601N Printer
- (6) – HP Laserjet Pro 401DN Printer

Appendix D –Cost Proposal Worksheet

COST PROPOSAL WORKSHEET						
TITLE	7/1/13 - 6/30/14	7/1/14 - 6/30/15	7/1/15 - 6/30/16	7/1/16 - 6/30/17	7/1/17 - 6/30/18	7/1/18 - 6/30/19
PERSONNEL COST (FULLY LOADED RATE)						
PROJECT MANAGER						
TECHNICAL TEAM LEAD						
SR. BUSINESS ANALYST/ DESIGN TEAM						
DATABASE ADMINISTRATOR						
WEB/PROGRAMMER ANALYST						
SYSTEM PROGRAMMER ANALYST						
SUBTOTAL PERSONNEL COST						
FACILITY COST						
VENDOR'S COST						
TRANSITION STAFF COST *						
STATE CO-LOCATING COST *						
SUBTOTAL FACILITY COST (VENDOR'S COST ONLY)						

[illegible][illegible][illegible][illegible][illegible][illegible][illegible]

## **Appendix E – Rehabilitation Act of 1973**

### **RHODE ISLAND DEPARTMENT OF HUMAN SERVICES**

#### **NOTICE TO RHODE ISLAND DEPARTMENT OF HUMAN SERVICES' CONTRACTORS OF THEIR RESPONSIBILITIES UNDER SECTION USC 504 OF THE REHABILITATION ACT OF 1973**

Public and private agencies, organizations, institutions, and persons that receive federal financial assistance through the Department of Human Services (DHS) are subject to the provisions of Section 504 of the rehabilitation act of 1973 and the implementing regulations of the united states department of health and human services (DHHS), which are located at 45 CFR, part 84 hereinafter collectively referred to as Section 504. DHS contracts with service providers include the provider's assurance that it will comply with Section 504 of the regulations, which prohibits discrimination against handicapped persons in providing health, welfare, or other social services or benefits.

The contractor shall have policies and procedures in effect, including, a mandatory written compliance plan, which are designed to assure compliance with Section 504. An electronic copy of the contractor's written compliance plan and all relevant policies, procedures, workflows and relevant chart of responsible personnel must be available to DHS upon request.

The contractor's written compliance plan must address the following requirements:

- ☐ Written policies, procedures and standards of conduct that articulate the organization's commitment to comply with all Section 504 standards.
- ☐ Designation of a compliance officer who is accountable to the service provider's senior management.
- ☐ Effective training and education for the compliance officer and the organization's employees.
- ☐ Enforcement of standards through well-publicized guidelines.
- ☐ Provision for internal monitoring and auditing.
- ☐ Written complaint procedures
- ☐ Provision for prompt response to all complaints, detected offenses or lapses, and for development and implementation of corrective action initiatives.
- ☐ Provision that all contractors, sub-contractors and vendors of the service provider execute assurances that said contractors, sub-contractors and vendors are in compliance with Section 504.

The contractor must enter into an agreement with each sub-contractor or vendor under which there is the provision to furnish to the contractor, DHHS or DHS on request full and complete information related to Section 504 compliance.

The contractor must submit, within thirty-five (35) days of the date of a request by DHHS or DHS, full and complete information on Section 504 compliance by the contractor and/or any sub-contractor or vendor of the contractor.

It is the responsibility of each contractor to acquaint itself with all of the provisions of the Section 504 regulations. A copy of the regulations, together with an August 14, 1978 policy interpretation of general interest to providers of health, welfare, or other social services or benefits, is available upon request from the community relations liaison officer, Department of Human Services, 57 Howard Avenue, Cranston, RI 02920; telephone number (401) 462-2130.

Contractors should pay particular attention to subparts a, b, c, and f of the regulations which pertain to the following:

## **SUBPART A - GENERAL PROVISIONS**

### **SECTION:**

- 84.1 Purpose
- 84.2 Applications
- 84.3 Definitions
- 84.4 Discrimination Prohibited
- 84.5 Assurance Required
- 84.6 Remedial Action, Voluntary Action, and Self-Evaluation
- 84.7 Designation of Responsible Employee and Adoptive Grievance Procedures
- 84.8 Notice
- 84.9 Administrative Requirements For Small Recipients
- 84.10 Effect of State or Local Law or Other Requirements and Effect of Employment Opportunities

## **SUBPART B - EMPLOYMENT PRACTICES**

### **SECTION:**

- 84.11 Discrimination prohibited
- 84.12 Reasonable accommodation
- 84.13 Employment criteria
- 84.14 Pre-employment inquiries
- 84.15 - 84.20 (reserved)

## **SUBPART C - PROGRAM ACCESSIBILITY**

### **SECTION:**

- 84.21 Discrimination prohibited
- 84.22 Existing facilities
- 84.23 New construction
- 84.24 - 84.30 (reserved)

## **SUBPART F - HEALTH, WELFARE, AND SOCIAL SERVICES**

### **SECTION:**

- 84.51 Application of this subpart
- 84.52 Health, welfare, and other social services
- 84.53 Drug and alcohol addicts
- 84.54 Education and institutionalized persons

## **Appendix F – Drug Free Workplace**

### **DRUG-FREE WORKPLACE POLICY**

Drug use and abuse at the workplace or while on duty are subjects of immediate concern in our society. These problems are extremely complex and ones for which there are no easy solutions. From a safety perspective, the users of drugs may impair the well-being of all employees, the public at large, and result in damage to property. Therefore, it is the policy of the state that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace. Any employee(s) violating this policy will be subject to discipline up to and including termination. An employee may also be discharged or otherwise disciplined for a conviction involving illicit drug use, regardless of whether the employee's conduct was detected within employment hours or whether his/her actions were connected in any way with his or her employment. The specifics of this policy are as follows:

1. Any unauthorized employee who gives or in any way transfers a controlled substance to another person or sells or manufactures a controlled substance while on duty, regardless of whether the employee is on or off the premises of the employer will be subject to discipline up to and including termination.
2. The term "controlled substance" means any drugs listed in 21 USC, section 812 and other federal regulations. Generally, all illegal drugs and substances are included, such as marijuana, heroin, morphine, cocaine, codeine or opium additives, LSD, DMT, STP, amphetamines, methamphetamines, and barbiturates.
3. Each employee is required by law to inform the agency within five (5) days after he/she is convicted for violation of any federal or state criminal drug statute. A conviction means a finding of guilt (including a plea of NOLO CONTENDERE) or the imposition of a sentence by a judge or jury in any federal or state court.
4. The employer (the hiring authority) will be responsible for reporting conviction(s) to the appropriate federal granting source within ten (10) days after receiving notice from the employee or otherwise receives actual notice of such conviction(s). All conviction(s) must be reported in writing to the Office of Personnel Administration (OPA) within the same time frame.
5. If an employee is convicted of violating any criminal drug statute while on duty, he/ she will be subject to discipline up to and including termination. Conviction(s) while off duty may result in discipline or discharge.
6. The state encourages any employee with a drug abuse problem to seek assistance from the Rhode Island Employee Assistance Program (RIEAP). Your department personnel officer has more information on RIEAP.
7. The law requires all employees to abide by this policy.

## Appendix G – Drug-Free Workplace Certificate

### DRUG-FREE WORKPLACE POLICY

#### CONTRACTOR CERTIFICATE OF COMPLIANCE

I, \_\_\_\_\_, (name) \_\_\_\_\_ (title) \_\_\_\_\_ (contractor name), a contractor doing business with the State of Rhode Island, hereby acknowledge that I have received a copy of the State's policy regarding the maintenance of a **drug-free workplace**. I have been informed that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance (to include but not limited to such drugs as marijuana, heroin, cocaine, PCP, and crack, and may also include legal drugs which may be prescribed by a licensed physician if they are abused), is prohibited on the state's premises or while conducting state business. I acknowledge that my employees must report for work in a fit condition to perform their duties.

As a condition for contracting with the State, as a result of the federal omnibus drug act, I will require my employees to abide by the state's policy. Further, I recognize that any violation of this policy may result in termination of the contract.

**SIGNATURE:**

\_\_\_\_\_

**TITLE:**

\_\_\_\_\_

**DATE:**

\_\_\_\_\_

## **Appendix H – Subcontractor Compliance**

### **SUBCONTRACTOR COMPLIANCE**

I, \_\_\_\_\_(name), \_\_\_\_\_(title), \_\_\_\_\_(contractor name), a contractor doing business with the State of Rhode Island, hereby certify that all approved subcontractors performing services pursuant to this agreement will have executed written contracts with (contractor name). All such contracts shall contain language identical to the following provisions of this agreement as follows:

#### **PAR. 12. CONTACTOR'S LIABILITY/INDEMNIFICATION**

#### **PAR. 13. NONDISCRIMINATION IN EMPLOYMENT AND SERVICES**

**SIGNATURE:**

\_\_\_\_\_

**TITLE:**

\_\_\_\_\_

**DATE:**

\_\_\_\_\_

## **Appendix I – Tobacco Smoke Certificate**

### **CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public law 103-227, part c - environmental tobacco smoke, also known as the pro-children act of 1994 (act) , requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

By signing and submitting this application the applicant/contractor certifies that it will comply with the requirements of the act. The applicant/contractor further agrees that it will require the language of this certification be included in any sub-awards which contain provisions for children's services and that all sub-contractors shall certify accordingly.

**SIGNATURE:**

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**TITLE:**

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**DATE:**

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## **Appendix J – Debarment, Suspension, and Other Responsibilities Certificate**

### **INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

#### **PRIMARY COVERED TRANSACTIONS**

By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

1. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the department's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or explanation shall disqualify such person from participation in this transaction.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the department determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the department. The department may terminate this transaction for cause or default.
3. The prospective primary participant shall provide immediate written notice to the department if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
  4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the definitions and coverage sections of the rules implementing executive order 12549: 45 CFR Part 76.
  5. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department.
  6. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled certification regarding debarment, suspension, ineligibility and voluntary exclusion - lower tier covered transactions, provided by dhs, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
  7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the non-procurement list (of excluded parties).
  8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that

which is normally possessed by as prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department may terminate this transaction for cause of default.

## **Appendix K – Primary Covered Transactions**

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS**

The contractor, as the primary participant, certifies to the best of the contractor's knowledge and belief, that the contractor and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicated or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to this proposal.

**SIGNATURE:**

---

**TITLE:**

---

**DATE:**

---

## **Appendix L – Liquidated Damages**

### **LIQUIDATED DAMAGES**

The prospective primary participant contractor agrees that time is of the essence in the performance of certain designated portions of this contract. The Department and the contractor agree that in the event of a failure to meet the milestones and project deliverable dates or any standard of performance within the time set forth in the Department's bid proposal and the contractor's proposal response (Addendum XVI), damage shall be sustained by the department and that it may be impractical and extremely difficult to ascertain and determine the actual damages which the department will sustain by reason of such failure. It is therefore agreed that department, at its sole option, may require the contractor to pay liquidated damages for such failures with the following provisions:

1. Where the failure is the sole and exclusive fault of the department, no liquidated damages shall be imposed. To the extent that each party is responsible for the failure, liquidated damages shall be reduced by the apportioned share of such responsibility.
2. For any failure by the contractor to meet any performance standard, milestone or project deliverable, the department may require the contractor to pay liquidated damages in the amount(s) and as set forth in the state's general conditions of purchase as described particularly in the loi, rfp, rfq, or scope of work, however, any liquidated damages assessed by the department shall not exceed\_\_10% of the total amount of any such month's invoice in which the liquidated damages are assessed and shall not in the aggregate, over the life of the agreement, exceed the total contract value.

Written notification of failure to meet a performance requirement shall be given by the department's project officer to the contractor's project officer. The contractor shall have a reasonable period designated by the department from the date of receipt of written notification. If the failure is not materially resolved within this period, liquidated damages may be imposed retroactively to the date of expected delivery.

In the event that liquidated damages have been imposed and retained by the department, any such damages shall be refunded, provided that the entire system takeover has been accomplished and approved by the department according to the original schedule detailed in the contractor's proposal response included in this contract (addendum xvi) as modified by mutually agreed upon change orders.

To the extent liquidated damages have been assessed, such damages shall be the sole monetary remedy available to the department for such failure. This does not preclude the state from taking other legal action.

## **Appendix M – Equal Employment**

### **EQUAL EMPLOYMENT OPPORTUNITY**

DURING THE PERFORMANCE OF THIS AGREEMENT, THE CONTRACTOR AGREES AS FOLLOWS:

1. The contractor shall not discriminate against any employee or applicant for employment relating to this agreement because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, unless related to a bona fide occupational qualification. The contractor shall take affirmative action to ensure that applicants are employed and employees are treated equally during employment, without regard to their race, color, religion, sex, age, national origin, or physical or mental disability.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

2. The contractor shall, in all solicitations or advertising for employees placed by or on behalf of the contractor relating to this agreement, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability.
3. The contractor shall inform the contracting Department's equal employment opportunity coordinator of any discrimination complaints brought to an external regulatory body (Rhode Island Ethics Commission, Rhode Island Department of Administration, U.S. DHHS Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.
4. The contractor shall comply with all aspects of the Americans with disabilities act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.
5. Contractors and subcontractors with agreements in excess of \$50,000 shall also pursue in good faith affirmative action programs.
6. The contractor shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

## **Appendix N – BYRD Anti-Lobbying**

### **BYRD ANTI-LOBBYING AMENDMENT**

No federal or state appropriated funds shall be expended by the contractor for influencing or attempting to influence an officer or employee of any agency, a member of congress or state legislature, an officer or employee of congress or state legislature, or an employee of a member of congress or state legislature in connection with any of the following covered actions: the awarding of any agreement; the making of any grant; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any agreement, grant, or cooperative agreement. Signing this agreement fulfills the requirement that contractors receiving over \$100,000 in federal or state funds file with the department on this provision.

If any non-federal or state funds have been or will be paid to any person in connection with any of the covered actions in this provision, the contractor shall complete and submit a "disclosure of lobbying activities" form.

The contractor must certify compliance with all terms of the BYRD anti-lobbying Amendment (31 U.S.C 1352) as published in the federal register May 27, 2003, Volume 68, Number 101.

The contractor hereby certifies that it will comply with Byrd anti-lobbying amendment provisions as defined in 45 CFR part 93 and as amended from time to time.

FINAL RULE REQUIREMENTS CAN BE FOUND AT:

<http://www.socialsecurity.gov/oag/grants/20cfr438.pdf>

[https://www.socialsecurity.gov/OP\\_Home/cfr20/435/435-ap01.htm](https://www.socialsecurity.gov/OP_Home/cfr20/435/435-ap01.htm)

## **Appendix O - Federal Procurement Clauses**

### **Equal Employment Opportunity**

Executive Order 11246, entitled “Equal Employment Opportunity”, as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

### **Clean Air Act**

The Clean Air Act, Section 306 stipulates:

- a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

- e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

### **Clean Water Act**

The Clean Water Act, Section 309 stipulates:

- a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:
  - 1. requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and
  - 2. setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.
- f. (1) No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.  
(2) In paragraph (1), the term "commercial item" has the meaning given such term in Section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

### **Anti-Lobbying Act**

The Anti-Lobbying Act prohibits the recipients of Federal contracts, grants, and loans from using appropriated funds for lobbying the Executive or Legislative branches of the Federal government

in connection with a specific contract, grant, or loan. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the applicant certifies that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions;
- c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

#### **Americans with Disabilities Act**

This Act (28 CFR Part 35, Title II, Subtitle A) prohibits discrimination on the basis of disability in all services, programs, and activities provided to the public and State and local governments, except public transportation services.

#### **Drug-Free Workplace Statement**

The Federal government implemented the Drug Free Workplace Act of 1988 in an attempt to address the problems of drug abuse on the job. It is a fact that employees who use drugs have less productivity, a lower quality of work, and a higher absenteeism, and are more likely to misappropriate funds or services. From this perspective, the drug abuser may endanger other employees, the public at large, or themselves. Damage to property, whether owned by this entity or not, could result from drug abuse on the job. All these actions might undermine public confidence in the services this entity provides. Therefore, in order to remain a responsible source for government contracts, the following guidelines have been adopted:

- a. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the work place.
- b. Violators may be terminated or requested to seek counseling from an approved rehabilitation service.
- c. Employees must notify their employer of any conviction of a criminal drug statute no later than five days after such conviction.
- d. Contractors of federal agencies are required to certify that they will provide drug-free workplaces for their employees.

Transactions subject to the suspension/debarment rules (covered transactions) include grants, subgrants, cooperative agreements, and prime contracts under such awards. Subcontracts are not included. Also, the dollar threshold for covered procurement contracts is \$25,000. Contracts for Federally required audit services are covered regardless of dollar amount.

### **Debarment and Suspension**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110.

- a. The applicant certifies that it and its principals:
  1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  2. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  4. Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.
- b. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

### **Royalty-Free Rights to Use Software or Documentation Developed**

The federal government reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal government purposes, the copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant or any rights of copyright to which a contractor purchases ownership.

## Sample Federal Clause Forms

### U.S. DEPARTMENT OF AGRICULTURE

#### CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS (GRANTS) ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), 7 CFR Part 3017, Subpart F, Section 3017.600, Purpose. The January 31, 1989, regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21881-21891). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the grant.

*(Before completing Certification, read instructions on page 2)*

##### **Alternative I**

- A. The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing an ongoing drug-free awareness program to inform employees about --
    - (1) The dangers of drug abuse in the workplace;
    - (2) The grantee's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
    - (1) Abide by the terms of the statement; and
    - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number (s) of each affected grant;
  - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --
    - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f);
- B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:
- Place of Performance (Street address, city, county, state, zip code)
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- Check ☐ if there are workplaces on file that are not identified here.
- Organization Name \_\_\_\_\_
- Award Number or Project Name \_\_\_\_\_
- Name and Title of Authorized Representative \_\_\_\_\_
- Signature \_\_\_\_\_ Date \_\_\_\_\_

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**U.S. DEPARTMENT OF AGRICULTURE**

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**Certification Regarding Debarment, Suspension, Ineligibility  
And Voluntary Exclusion - Lower Tier Covered Transactions**

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This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7CFR part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW)**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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Organization Name

PR/Award Number or Project Name

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Name(s) and Title(s) of Authorized Representative(s)

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Signature(s)

Date

U.S. DEPARTMENT OF AGRICULTURE

CERTIFICATION REGARDING LOBBYING - CONTRACTS,  
GRANTS LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement;
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant,

loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure form to Report Lobbying," in accordance with its instructions;

- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization Name

PR/Award Number or Project Name

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date